

Pumping Credit: The Cumulative Pumping Credit shall be used to determine whether the Settling Work Defendant is meeting the groundwater extraction requirements under Section VI (Performance of the Work) of the Consent Decree. On a date one year following the Date of Commencement, the initial pumping compliance determination shall be made.

If the Cumulative Pumping Credit is zero or greater, the Settling Work Defendant shall be deemed to be in compliance with the groundwater extraction requirements. If on that date the Cumulative Pumping Credit is less than zero, the Settling Work Defendant shall be deemed to be out of compliance with the groundwater extraction requirements. 6.

Calculation of Days Out of Compliance: If the Cumulative Pumping Credit one year after the Date of Commencement is less than zero, the Settling Work Defendant shall be deemed to be out of compliance for the number of days calculated as follows:

$$\text{DOC} = \frac{- \text{PC (gallons)}}{12,960,000 \text{ (gallons/day)}}$$

where

DOC = number of Days Out of Compliance

PC = Cumulative Pumping Credit

Days Out of Compliance shall be rounded down to the nearest whole number of days, and shall be the number of days the Settling Work Defendant will be deemed out of compliance for the year. The Settling Work Defendant shall be subject to stipulated penalties for days out of compliance (see Consent Decree).

This compliance calculation will be performed annually on the anniversary date of the Date of Commencement, except in the event of a High Precipitation Year (see Section III.B.7. below).

7. Effect of a High Precipitation Year on Determining Compliance Using the Cumulative Pumping Credit: The time frame for performing the compliance calculation described in Sections III.B.5. and III.B.6. above will change as follows in the event of a High Precipitation Year. If the one year period of time over which a compliance determination is being made is a year during which the precipitation amount, as measured at a local weather station, is greater than 125% of the mean annual rainfall locally, that year shall be designated a High Precipitation Year. This precipitation determination shall be made on the anniversary date of the Date of Commencement. In the event a High Precipitation Year is designated, the compliance calculation shall be suspended until a year-long compliance period occurs during which precipitation is less than 125% of the mean annual

rainfall, in which case the compliance determination for that year performed on the anniversary date of the Date of Commencement will be performed as in Section III.B.5. above.

C. Annual Maintenance Credit: The Annual Maintenance Credit shall be measured in units of gallons and shall be used as a means for the Settling Work Defendant to perform a certain amount of routine maintenance on the Plant Facilities without being penalized under the Consent Decree. The Annual Maintenance Credit will also be used as a means of measuring compliance with the limits set on suspension of operations (see below).

1. Status on the Date of Commencement: On the Date of Commencement, the Maintenance Credit that has been accumulated throughout Phase 1 and Phase 2 up to the Date of Commencement shall be credited to the Settling Work Defendant in an amount up to 648,000,000 gallons.³ If this carryover amount does not exceed 648,000,000 gallons, the Annual Maintenance Allowance, described below, shall be added to the Maintenance Credit, except that the total Annual Maintenance Credit shall not exceed 648,000,000 gallons.

2. Annual Maintenance Allowance: On the Date of

³50 days x 12,960,000 gallons/day

Commencement, and at one year anniversaries from the Date of Commencement, the Settling Work Defendant will be credited with an Annual Maintenance Allowance of 648,000,000 gallons. There shall be no carryover of unused Maintenance Credits.

3. Subtractions from the Maintenance Credit: During the year following the Date of Commencement, on each day which the Settling Work Defendant designates as a Maintenance Day, the Maintenance Credit will decrease by the amount of gallons by which actual groundwater pumpage falls short of the daily goal of 12,960,000 gallons. The same procedure will hold for subsequent operating years, with the maximum possible Maintenance Credit at the beginning of the year being 648,000,000 gallons, with that number being reduced during the operating year as Maintenance Days are designated.

D. Maintenance Credit for Non-Routine Maintenance: "Non-routine maintenance," as used in this paragraph, shall include unplanned maintenance events which could not reasonably be anticipated by the Settling Work Defendant, or the timing of which could not reasonably be anticipated by the Settling Work Defendant in the ordinary course of operations.

1. At the outset of an event which requires non-routine maintenance, the Settling Work Defendant shall notify EPA

of the event, the projected maintenance requirements, and the projected timing for completion of such requirements.

2. EPA shall determine a reasonable time period for the maintenance to be completed based on, but not limited to, information provided by vendors and submitted to EPA by the Settling Work Defendant. EPA shall notify the Settling Work Defendant of the deadline for completion of the non-routine maintenance.

3. The deadline for completion of the non-routine maintenance established by EPA shall be binding upon the Settling Work Defendant unless extended by EPA or the Settling Work Defendant invokes the Dispute Resolution process of Section XX of the Consent Decree.

4. Invocation of the Dispute Resolution process, by itself, will not postpone any maintenance activities.

E. Suspension of Operations: The Settling Work Defendant may suspend operations by designating a maintenance day.

Maintenance outages during the operating year shall not exceed the Annual Maintenance Credit, or the Settling Work Defendant shall be considered in violation of the Consent Decree.

Maintenance days may not be designated for reasons other than maintenance. The Settling Work Defendant shall notify the EPA

Project Coordinator in advance of a planned Maintenance Day and as soon as practicable when a Non-Routine Maintenance Day has occurred. Maintenance Days shall be specifically accounted for in the required Progress Reports.

PRELIMINARY PROJECTION OF KEY DATES

y - Entry of Consent Decree
y + 30 days - Designation of Project Coordinators
y + 180 days - Designation of Supervising Contractor
y + 365 days - Second Stage O&M Work Plan
 Staffing Plan
 Time Line and Schedule
y + 18 months - Quality Assurance Project Plan
 Operational Sampling Plan
 Health and Safety Plan
 Contingency Plan

x - Phase 2 System Operation Date
x + 180 days - Designation of O&M Contractor
x + 365 days - Lockheed Martin/City of Burbank transition
 commences
x + 730 days - City of Burbank assumes O&M

current estimates

Phase 2 System Operation Date (x)...03/06/98 (say 3/98)

Entry of Second CD (y).....approx 2/97-3/97 (say 3/97)

1/96 - Phase 1 System Operation Date
3/97 - Entry of Consent Decree
4/97 - Designation of Project Coordinators
9/97 - Designation of Supervising Contractor
3/98 - O&M Second Stage Work Plan
 Staffing Plan
 Time Line and Schedule
3/98 - Phase 2 System Operation Date
9/98 - Designation of O&M Contractor
 Quality Assurance Project Plan
 Operational Sampling Plan
 Health and Safety Plan

Contingency Plan

- 1/99 - Cost Consultant Selection
- 3/99 - Lockheed Martin/City of Burbank transition
commences
- 3/00 - City of Burbank assumes O&M
- 1/01 - First CERCLA Five-Year Review

APPENDIX VI

Appendix 6
Settling Defendants and
recipients of notices and submissions

ACCRATRONICS SEALS CORPORATION
WILLIAM H. FISCH TRUST, DATED OCTOBER 29, 1993
JONES FAMILY TRUST, DATED MAY 14, 1993

c/o AccraTronics Seals Corporation

Attn: William Fisch
2211 Kenmere Avenue
Burbank, CA 91504

-and-

Baker & McKenzie
Attn: Todd O. Maiden, Esq.
One Prudential Plaza
130 East Randolph Drive
Chicago, IL 60601

ADLER SCREW PRODUCTS, INC.
EIRIK LIRHUS
BERGLJOT LIRHUS
LIRHUS FAMILY TRUST

c/o Adler Screw Products, Inc.
Attn: Eirik Lirhus
480 Enterprise Street
San Marcos, CA 92069

AEROQUIP CORPORATION
TRIVOVA CORPORATION

c/o Trinova Corporation
Attn: Madonna F. McGrath, Esq.
3000 Strayer Road
Maumee, OH 43537

-and-

Rodi, Pollock, Pettker, Galbraith & Phillips
Attn: John F. Cermak, Jr., Esq.
801 South Grand Avenue
Suite 400
Los Angeles, CA 90017

Appendix 6
Settling Defendants and
recipients of notices and submissions

A-H PLATING, INC.
THE WASCHAK FAMILY TRUST
JOHN P. WASCHAK, TRUSTEE
MELBA R. WASCHAK, TRUSTEE

c/o Christensen, White, Miller, Fink, Jacobs, Glaser & Shapiro
Attn: Clare Bronowski, Esq.
2121 Avenue of the Stars
18th Floor
Los Angeles, CA 90067

ANTONINI FAMILY TRUST
MARIO E. ANTONINI AND
MARISI A. ANTONINI

Antonini Family Trust
11374 Tuxford Street
Sun Valley, CA 91352

AVIALL SERVICES, INC.

Attn: Senior Vice President & General Counsel
2055 Diplomat Drive
Dallas, TX 75234-8989

AVICA, INC.
(FORMERLY GENERAL CONNECTORS, INC.)

c/o McCutchen Doyle Brown & Enersen
Attn: Patricia L. Shanks, Esq.
355 South Grand Avenue
Los Angeles, CA 90071

MCENTEE FAMILY PARTNERSHIP

c/o Gall & Gall
Attn: John U. Gall, Esq.
333 South Grand Avenue
37th Floor
Los Angeles, CA 90071-1599

B.J. GRINDING, INC.
ROBERT J. HOISETH AND GLENDA HOISETH
HOISETH FAMILY TRUST

c/o B.J. Grinding, Inc.
Attn: Robert J. Hoiseth
2632 North Ontario Street
Burbank, CA 91504

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Settling Defendants and
recipients of notices and submissions

JOSEPH F. BANGS DBA BANGS MANUFACTURING COMPANY
BANGS TRUST

c/o Bangs Manufacturing Company
Attn: Monte Anderson
1601 West Burbank Boulevard
Burbank, CA 91506

LAURIE S. BERNIE AND MELVYN J. BERNIE, AS INDIVIDUALS AND AS
TRUSTEES OF THE BERNIE TRUST
MEL BERNIE & CO., INC. DBA ACCESSORY PLATING AND 1928 JEWELRY LTD.
THE BERNIE TRUST

c/o 1928 Jewelry Ltd.
Attn: Edward K. Thomas
3000 Empire Avenue
Burbank, CA 91505

BURMAR METAL FINISHING CORP.
DBA BARRON ANODIZING AND PAINT

c/o Baker, Manock & Jensen
Attn: Randall J. Krause, Esq.
5260 North Palm Avenue
Fourth Floor
Fresno, CA 93704

CRANE CO./HYDRO-AIRE DIVISION

Attn: Corporate Secretary
100 First Stamford Place
Stamford, CT 06902
-and-

Hydro-Aire, a Division of Crane Co.
Attn: President
3000 Winona Avenue
Burbank, CA 91504

-and-
Paul, Hastings, Janofsky & Walker
Attn: W. Toliver Besson, Esq.
1299 Ocean Avenue
Fifth Floor
Santa Monica, CA 90401